



ATTORNEY GENERAL
STATE OF CONNECTICUT

Request for Proposals – State Teachers’
Retirement Board Tax/Pension Counsel

RFP # 2006-04

The Attorney General seeks a law firm to provide legal services to the State of Connecticut Teachers’ Retirement Board, specifically to address Internal Revenue Service Tax Compliance, and Benefits, Fiduciary and Retirement Plan Governance issues. **RESPONSES DUE BY November 28, 2006.**

RICHARD BLUMENTHAL Attorney General

October 30, 2006

TABLE OF CONTENTS

OVERVIEW _____	3
SELECTION CRITERIA _____	4
INSTRUCTIONS TO LAW FIRMS _____	5
SPECIAL TERMS AND CONDITIONS _____	7
APPENDICES:	
APPENDIX A -CONTRACT _____	11
APPENDIX B - FEDERAL EEO-1 FORM _____	29
APPENDIX C – UNIFORM PROVISIONS FOR ALL “STATE AGENCY” CONTRACTS _____	31

State of Connecticut

Office of the Attorney General

Announcement of Request for Proposals to provide legal services

October 30, 2006

RFP No. #2006-04 STRB TAX/PENSION COUNSEL

The Attorney General of Connecticut, Richard Blumenthal, pursuant to Conn. Gen. Stat. § 3-125, invites proposals from appropriately qualified law firms to provide legal counsel to the State of Connecticut, State Teachers' Retirement Board (STRB), under the supervision of the Attorney General, with respect to Internal Revenue Service Tax Compliance and Benefits, Fiduciary and Retirement Plan Governance issues, including reviewing and analyzing the STRB's retirement plan and procedures to ensure compliance with RIS requirements. Proposals must be received by the Office of the Attorney General by 4:30 p.m., local time, on **Friday, November 28, 2006**. Some law firms may be invited to an oral interview to be scheduled shortly thereafter.

The proposals will be evaluated in accordance with the enclosed Selection Criteria. Other terms and requirements are explained herein. The selected law firm must enter into a contract with the Office of the Attorney General, substantially in the form of the draft contract set out in Appendix A.

All communication with the Attorney General's Office must be only as specified in the Request for Proposal ("RFP").

RICHARD BLUMENTHAL, Attorney General

Selection Criteria

Firms will be evaluated on the basis of their written responses to the RFP, additional written information requested by the Office of the Attorney General and, possibly, oral interviews. The goal of the evaluation will be to select the firm which shows the greatest expertise in pension plan compliance with Internal Revenue Service requirements, and provides reasonable rates and demonstrated efficiency in providing counsel. The following non-exclusive factors will be considered to assist in making that determination:

- Significant specialized experience in Internal Revenue Service requirements.
- Significant specialized experience in IRS tax compliance, and benefits, fiduciary and retirement plan governance issues.
- Membership in the National Association of Public Pension Attorneys (NAPPA).
- Qualifications of personnel, including the experience and availability of the lead attorney(s) and the breadth and depth of other partners, associates and other professionals available to provide the requested services to the State.
- Demonstrated ability to work closely and cooperatively with clients in meetings and negotiation sessions.
- Reasonableness of rates proposed, and demonstrated efficiency in providing sound advice and counsel without unnecessary or excessive charges.
- Equal employment opportunity record as evidenced by the composition of firm personnel and the firm's affirmative action and equal employment opportunity policies and practices.
- Record of compliance with all applicable ethical rules and rules of professional conduct.
- The proposing firm will not be considered to have an irreconcilable conflict of interest because the firm or attorneys associated with the firm have in the past brought or are currently bringing litigation against the State of Connecticut, whether in court, mediation or arbitration, so long as that litigation did not concern the State Teachers' Retirement Board.

Instructions to Law Firms

Proposal Schedule

Release of RFP: **October 30, 2006**

Responses due: **November 28, 2006 by 4:30 p.m.**

I. During the period from issuance of this RFP, and until the Contract is awarded, interested parties should not contact any employee of the State of Connecticut for additional information concerning this proposal, except in writing, directed to Associate Attorney General Joseph Rubin, Office of the Attorney General, 55 Elm Street, Hartford, CT 06106, or by email to Joseph.Rubin@po.state.ct.us. Questions should be submitted by **November 20, 2006**. Late questions may not be answered. Questions will be answered only in the form of one or more addenda to the RFP, to be posted on the website of the Attorney General, www.ct.gov/ag/site/default.asp, under "Hot Topics." It is the responsibility of all proposers to review that location for any addenda to the RFP.

Technical questions only concerning issues or problems with access to or downloading of this RFP and associated information from the website may be addressed at any time by e-mail to scott.eliasson@po.state.ct.us.

II. Sealed Proposals

Proposals may be submitted in a SEALED envelope or carton, clearly marked with RFP Number 2006-04 (STRB Tax/Pension Counsel), the date, and the name and address of the law firm. An original and four copies should be provided.

III. Submission of Proposals

A. To be considered, all responses must include all of the following:

1. Cover letter addressed to the Attorney General, signed by an individual authorized to enter into a contract with the State on behalf of the firm;
2. Responses to the questions asked and information requested in this RFP, including the representations required in Special Terms and Conditions numbers 12 (Independent Price Determinations) and 13 (Offer of Gratuities), proposed rates, and any other information relevant to the selection criteria.

B. Proposals may be mailed or delivered in person to the address below to arrive by **November 28, 2006**, at 4:30 p.m. or delivered by email as described above. Proposals **will not** be publicly opened on the due date.

State of Connecticut
Office of the Attorney General
Attn: Associate Attorney General Joseph Rubin

RFP No. #2006-04 (STRB Tax/Pension Counsel)
55 Elm Street
Hartford, CT 06106

C. Concise answers are encouraged. Responses should be prepared on 8 ^{1/2} x 11 inch paper using at least 12 point type with standard margins.

IV. Authorized Signatures

The proposal must be signed by an authorized official. The proposal must also provide the name, title, address and telephone number of individuals with authority to bind the law firm, and of persons who may be contacted to clarify the information provided.

V. Information Required in the Proposal

1. Name the primary individuals who would work with the State, and explain their experience, relevant background and anticipated duties. Include brief resumes for each attorney. The members of the proposed team are to be the only people from the proposer's firm who will work on these matters, unless this Office subsequently gives written approval for other named individuals to work on the matters.
2. Explain your qualifications in light of the stated Selection Criteria detailed above.
3. Provide your firm's federal EEO-1 Form or complete the employment data requested in Appendix C.
4. Disclose any past or present assignments, relationships or other employment that your firm or any employee of your firm has or has had that may create conflict of interest or the appearance of a conflict of interest in serving as counsel for the State in this matter.
5. If you find any term or provision of the enclosed proposed draft contract unacceptable, identify the term, explain why it is unacceptable, and state whether failure to modify this term would result in your firm's failure to execute a contract in this matter.
6. Discuss any pending complaints or investigations, or any made or concluded within the past five years, to or by any regulatory body or court regarding the conduct of your firm or its predecessors, or any of its present or former members, employees and associates.
7. Include a detailed and specific fee proposal. You must include a fee proposal with specific hourly rates for each category of person who will work on the assignment (excluding clerical staff, whose time may not be billed).
8. Provide names and contact information of three client references for whom you have performed services comparable to those sought in this RFP.

Special Terms and Conditions

1. Conformity and Completeness of Proposals

To be considered acceptable, proposals must be complete and conform to all material RFP instructions and conditions. The Attorney General's Office, in its sole discretion, may reject in whole or in part any proposal if in its judgment the best interests of the State will be served.

2. Stability of Proposed Fees

Any fee proposals must be valid for the entire duration of the Contract. The State anticipates that the total cost of this contract should not exceed \$100,000, and the duration of the contract will not exceed three years. If any proposer feels that a different maximum amount is appropriate, it should so state, with full explanation, in its proposal.

3. Amendment or Cancellation of the RFP

The Attorney General's Office reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

4. Proposal Modifications

No additions or changes to any proposal will be allowed after the proposal due date, unless specifically requested by the Attorney General's Office. The Attorney General's Office, at its option, may seek law firm retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

5. Law Firm Presentation of Supporting Evidence

Law firms must be prepared to provide any evidence of experience, performance, ability, financial resources or other items that the Attorney General's Office deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

6. Law firm Misrepresentation or Default

The Attorney General's Office may reject the proposal and void any award resulting from this RFP to a law firm which makes any material misrepresentation in its proposal or other submittal in connection with this RFP.

7. Erroneous Awards

The Attorney General's Office reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of the Contract already made to a law firm and subsequently awarding the Contract to another law firm.

Such action on the part of the Attorney General's Office shall not constitute a breach of contract on the part of the Attorney General's Office since the Contract with the initial law firm would be deemed void and of no effect as if no contract ever existed between the Attorney General's Office and such law firm.

8. Ownership of Proposals

All proposals shall become the sole property of the State and will not be returned.

9. Validation of Proposals

The proposals shall be binding commitments which the Attorney General's Office may incorporate, by reference or otherwise, into the Contract. The proposals must provide the names, titles, addresses and telephone numbers of those individuals with authority to negotiate the Contract with the Attorney General's Office and contractually bind the law firm. The proposal must also include evidence that it has been duly delivered on the part of the law firm, that the persons submitting the proposal have the requisite power and authority to submit and deliver the proposal and subsequently to enter into, execute and deliver and perform on behalf of the law firm the Contract.

10. Execution of Contract

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. Once the evaluation of the proposals is complete and a law firm is selected, the selected proposal and this RFP may then serve as the basis for the Contract that will be negotiated and executed between the Attorney General's Office and the selected law firm. This RFP and the proposal will likely be attached to the Contract as exhibits. If the Attorney General's Office and the initial selected law firm fail to reach agreement on all issues relative to the Contract within a time determined solely by the Attorney General, then the Attorney General's Office may commence contract negotiations with other proposers. The Attorney General's Office may decide at any time to start the RFP process again.

11. Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by law firms with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

12. Independent Price Determinations

In the proposals, law firms must warrant, represent, and certify that the following requirements have been met in connection with this RFP:

- a) The fees and costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
- b) Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the law firm on a prior basis directly or indirectly to any other organization or to any competitor; and
- c) No attempt has been made, or will be made, by the law firm to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

13. Offer of Gratuities

The law firm warrants, represents, and certifies that no elected or appointed official or employee of the State of Connecticut has, or will, benefit financially or materially from the Contract. The Contract may be terminated by the Attorney General's Office if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees from the law firm, the law firm's agent(s), representatives(s) or employees(s).

14. Subletting or Assigning of Contract

The Contract or any portion thereof, or the work provided for therein, or the right, title, or interest of the law firm therein or thereto may not be sublet, sold, transferred, assigned or otherwise disposed of to any person, firm, or corporation, or other entity without the prior written consent of the Attorney General's Office. No person, firm or corporation, or other entity, other than the law firm to which the Contract was awarded is permitted to perform work without the prior written approval of the Attorney General's Office, except as otherwise provided in the final Contract.

15. Freedom of Information

The Office of the Attorney General is a public agency and its records, including responses to this RFP, are public records. See Conn. Gen. Stat. §§1-200, et seq., and especially §1-210(b)(4) and §1-210(b)(5)(B). Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, firms should be aware that all materials associated with this RFP are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all applicable rules, regulations and administrative decisions. If a firm is interested in preserving the confidentiality of any part of its proposal, it will not be sufficient merely to state generally in the proposal that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, those particular sentences,

paragraphs, pages or sections that a firm believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-210(b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the firm that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Firms should not request that their entire proposal, nor the majority of the proposal, be confidential. Any submitted proposal, once execution of a contract is complete, and any completed contract will be considered public information.

16. Conformance with Federal, State and Other Requirements

In the Contract, the law firm will represent and warrant that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all Federal, State, municipal or other governmental department, commission, board, bureau, agency or instrumentality, codes, statutes, acts, ordinances, judgments, decrees, injunctions and regulations.

17. Non-Discrimination and Executive Orders

The Contract shall be subject to the terms and conditions set forth in Appendix D concerning nondiscrimination, and the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973 and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, in accordance with its terms and conditions. All of the above Executive Orders are attached hereto as Appendix E.

18. Americans with Disabilities Act

The law firm shall comply with the Americans with Disabilities Act and any other applicable federal laws and regulations.

19. Affirmative Action and Contract Compliance Reporting

Law firms are advised that in addition to evaluating their qualifications, experience, capabilities, competitiveness of cost and conformance to the RFP specifications, weight may also be given to law firms which demonstrate a commitment to affirmative action by full compliance with the Commission on Human Rights and Opportunities regulations.

PROFESSIONAL EMPLOYMENT AGREEMENT
BETWEEN THE STATE OF CONNECTICUT,
ACTING BY ITS ATTORNEY GENERAL,
A N D
XXXXXXXXXXXXXXXXXX

This Agreement is made by and between the STATE OF CONNECTICUT, acting by its ATTORNEY GENERAL, Richard Blumenthal, duly authorized pursuant to Section 3-125 of the Connecticut General Statutes, with an office at 55 Elm Street, Hartford, CT 06106 and XXXXXXXX (the "COUNSEL"), acting by XXXXX, with their principal place of business at XXXXXX

WITNESSETH:

WHEREAS, the ATTORNEY GENERAL, pursuant to Section 3-125 of the General Statutes of the State of Connecticut, has general supervision over all legal matters except those legal matters over which prosecuting authorities have direction; and

WHEREAS, all legal services required by the various officers, departments, and boards, specified in Section 3-125 of the General Statutes, are to be performed by the ATTORNEY GENERAL or under his direction; and

WHEREAS, pursuant to Section 3-125 of the Connecticut General Statutes, the ATTORNEY GENERAL may procure such assistance as he may require; and

WHEREAS, the ATTORNEY GENERAL requires the professional services of an attorney at law to assist in the legal representation of the State of Connecticut, State Teachers' Retirement Board in IRS tax compliance, benefits, fiduciary and retirement plan governance issues; and

WHEREAS, the nature of the legal services required are such that the ATTORNEY GENERAL has determined that the nature of the specialized and technical expertise in information technology necessary to meet the requirements of the State are such that special counsel be engaged for this matter;

WHEREAS, the professional services of the COUNSEL have been made available to the ATTORNEY GENERAL, for the above stated purposes; and

In consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

SECTION 1: SCOPE OF SERVICES

1.1. The services to be performed by the COUNSEL shall consist of the following:

(a) Providing technical expertise in the law(s) applicable to IRS tax compliance, benefits, fiduciary and retirement plan governance issues.

(b) Reviewing and analyzing the STRB's retirement plan with respect to the above IRS issues.

(c) Reviewing and analyzing STRB's procedures to ensure compliance with IRS requirements.

(d) Reviewing and analyzing STRB's procedures to ensure the teachers' retirement plan remains a qualified plan under the IRS requirements.

(e) Providing advice and recommendations to the STRB to ensure the STRB's plan continues to be a qualified retirement plan under IRS requirements.

(f) Hiring consultants as may be reasonably and necessarily required and as approved by the Attorney General

(1) Terms of subcontracts over \$5000.00 must be approved in advance by the Attorney General. In requesting approval, counsel must include the following information:

(a) Why is it necessary to hire a subcontractor.

(b) How the proposed subcontractor was selected.

(c) Proposed rates and reimbursements for the subcontractor.

(d) Comparison of these rates to those of other qualified subcontractors.

(2) Subcontracts or agreements must include terms which are substantially similar to the billing terms in Section Three of this Contract.

(3) Contractor's bills for subcontracted work must include full detailed itemizations of all fees and expenses for the subcontracted work, with appropriate supporting documentation.

(g) Providing all necessary paralegal and clerical support.

(h) Performing all tasks under this contract in coordination with the Attorney General.

SECTION 2: AGREEMENT ADMINISTRATION

2.1 The person in charge of administering this Agreement on behalf of the ATTORNEY GENERAL shall be William J. McCullough, Assistant Attorney General and his successors in office, whose address and telephone number are as follows:

Office of the Attorney General 55
Elm Street
Hartford, CT 06106
Telephone: (860) 808-5050 Fax:
(860) 808-5388

2.2 The person in charge of administering this Agreement on behalf of the State Teachers' Retirement Board shall be:

Darlene Perez, Administrator
State of Connecticut Teachers' Retirement Board of Education
21 Grand Street
Hartford, CT 06106-1500
Telephone: (860) 241-8400
Fax: (860) 535-6018

2.3 The person in charge of administering this Agreement on behalf of the COUNSEL shall be XXXXXXXX whose address, telephone number and facsimile number are as follows:

XXXXXXX
XXXXXXX

SECTION 3: COMPENSATION AND REIMBURSEMENT

3.1 The ATTORNEY GENERAL agrees to compensate the COUNSEL for Services solely in accordance with the following hourly rate schedule:

(a)	XXX	\$000
(b)	XXX	\$000
(c)	Paralegals	\$000

The above hourly rates shall be charged only for actual time spent rendering such Services; the COUNSEL shall not "round off" time. The time spent rendering Services shall be billed to the tenth of an hour within any single workday. The ATTORNEY GENERAL shall not be charged for any other time expended by the COUNSEL during travel, overnight stays, or the like associated with the performance of the Services.

3.2 Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the ATTORNEY GENERAL, the Assistant Attorney General and the State Teachers' Retirement Board. Billings are to be on a monthly basis. The billings must contain, at a minimum, a detailed description of the work performed, the date of performance, the actual time spent performing the work, the name and position of the person(s) rendering the Service and the rate charged for that Service. The monthly bill must also be accompanied by a summary of time and charges billed for each attorney and paralegal itemized on the invoice. Upon the request of the ATTORNEY GENERAL, COUNSEL must submit a summary memorandum describing how the Service rendered furthered resolution of the matter and the current status of the matter. The ATTORNEY GENERAL or his designee may, prior to authorizing payment under this Section, require the COUNSEL to submit such additional accounting and information as he deems to be necessary or appropriate. The COUNSEL shall not be compensated for any time spent preparing any billing documentation, including but not limited to such documentation and accompanying memoranda required by subsections 3.2, 3.3, 3.5, 3.6, 3.10, 8.1, 8.2, and 8.3. All bills must be sent to **Office of the Attorney General-Business Office, 55 Elm Street-4th Floor Annex, Hartford, Connecticut 06106-1774.**

3.3 Within twenty days of execution of this contract, the COUNSEL shall submit to the ATTORNEY GENERAL and the State Teachers' Retirement Board for approval a detailed projected plan and budget containing, but not limited to, a brief statement of the case or matter, a description of the nature and scope of the various phases of the Services expected to be performed, an estimate of the cost of the work broken down into the various phases of the Services, with a total cost not to exceed the maximum amount of this contract and an estimate of the time required to successfully complete the Services. Prior to effecting, undertaking or initiating a material change in the Services, or upon having reason to believe that the Services or any portion of the Services cannot be completed within the amount budgeted for the Services or that portion of the services, the COUNSEL shall submit to the ATTORNEY GENERAL and the State Teachers' Retirement Board for approval a revised projected plan and budget that reflects the changes to the existing projected plan and budget. If the revised projected plan and budget contains a projected cost exceeding the maximum compensation set out in subsection 3.11, the COUNSEL shall consult with the ATTORNEY GENERAL or his designee, for the purpose of (1) revising the scope of employment; (2) revising the maximum compensation amount; (3) revising the billing rates; (4) some combination thereof; or (5) other action permitted under this Agreement or any agreed-upon amendment. The ATTORNEY GENERAL and the State Teachers' Retirement Board, in their sole discretion, may require revisions, supplements and modifications of the projected plan and budget from time to time. The COUNSEL will not be compensated for the preparation, amendment, or modification of the projected plan and budget.

3.4 The ATTORNEY GENERAL agrees to reimburse the COUNSEL for actual, necessary and reasonable out-of-pocket disbursements and expenses, including filing fees, court costs, computerized research (at cost), commercial messenger and delivery services (at cost), expert witnesses, consultants, mediators, investigative services, long distance telephone calls, and transcript or deposition costs. The ATTORNEY GENERAL shall not reimburse the COUNSEL for any overhead related expenses, including, but not limited to, duplicating, secretarial, facsimile (other than long-distance telephone line charges), clerical staff, library staff, proofreading staff, meals and in-state transportation costs or expenses unless they are otherwise approved by the ATTORNEY GENERAL and the State Teachers' Retirement Board. The COUNSEL shall be reimbursed for reasonable expenses for transportation, specifically excluding first class airfare, parking and reasonable lodging and meals associated with interstate travel as approved in advance by the ATTORNEY GENERAL or his designee. Reimbursable interstate travel shall not include travel to meet with staff of the STRB or the Attorney General, and all such meetings shall be conducted in Hartford, Connecticut, unless otherwise specified by the STRB or the Attorney General.

3.5 The COUNSEL shall not be compensated for time spent on background or elementary legal research or any legal training without the prior written consent of the ATTORNEY GENERAL. For the purposes of this Agreement, elementary legal research includes, but is not limited to, any matter which is addressed in: Connecticut Lawyers Basic Practice Manual (1986) and Connecticut Lawyers Basic Practice Manual (1989). Charges for legal research must be accompanied by a detailed description setting forth the purpose of the research and summarizing its nature. Any written material produced as a result of such research shall be available to the ATTORNEY GENERAL or his designee at his request. The ATTORNEY GENERAL shall have the final decision in all disputes between the parties to this

Agreement under this subsection.

3.6 The COUNSEL shall not be compensated for time spent in consultation with any attorney or other employee of the ATTORNEY GENERAL or the STRB concerning the administration of this Agreement and/or issues relating to billing. Unless otherwise authorized by the ATTORNEY GENERAL, compensation for communication between or among attorneys and/or staff within the COUNSEL'S law firm is limited to the time and billing rate of the most senior attorney or staff member participating in the communication. These charges must be accompanied by a detailed description setting forth the purpose of the communication and summarizing its details. The ATTORNEY GENERAL and the State Teachers' Retirement Board shall make the final determination, in their sole discretion, as to the adequacy of such description.

3.7 Absent the consent of the ATTORNEY GENERAL or his designee, the COUNSEL shall not be compensated for the attendance or participation of more than one attorney representing the State of Connecticut in connection with any Action. Where more than one attorney has attended or participated in any Action without the consent of the ATTORNEY GENERAL or his designee, the COUNSEL shall be compensated for the time of the most senior attorney in attendance.

3.8 The COUNSEL shall not be compensated for the performance of paralegal or clerical type duties performed by an attorney. Paralegal duties or clerical duties include, by way of example, routine proofreading of pleadings and other correspondence, preparation of trial or closing binders or notebooks, photocopying and coordinating the schedules of others.

3.9 The ATTORNEY GENERAL shall approve for payment all undisputed fees and costs, as soon as the documentation can properly be processed in accordance with usual State practice.

3.10 The COUNSEL shall maintain accurate records and accounts of all expenditures under this Agreement as well as satisfactory evidence of payment to assure proper accounting. Such records and accounts shall be kept in the manner specified in subsection 7.4, and made available and furnished upon request to the ATTORNEY GENERAL or his designee until six (6) years after the termination of this Agreement. The COUNSEL will cooperate fully with any and all audit or review of billing by the Attorney General or any other agency, person, or entity acting on behalf of the Attorney General or the STATE, and shall, upon request, provide billing in a format which will facilitate audit or review.

3.11 Maximum payments under this Agreement shall not exceed One Hundred Thousand dollars (\$100,000.00).

3.12 The ATTORNEY GENERAL shall have the right, without the need of prior notice to the COUNSEL, to assign the performance of some aspect of the Services to an Associate or Assistant Attorney General where the ATTORNEY GENERAL, in his sole discretion, finds that such an assignment would best serve the interests of the State of Connecticut.

3.13 Compensation and reimbursement provided under this Section 3 constitutes full and complete payment for all costs and expenses incurred or assumed by the COUNSEL in performing this Agreement. No other costs, expenses or overhead items shall be reimbursed by the ATTORNEY GENERAL without the prior written approval of the ATTORNEY GENERAL or his designee.

SECTION 4: TERMINATION OF AGREEMENT BY THE ATTORNEY GENERAL

4.1 The ATTORNEY GENERAL, on written notice, may immediately suspend, postpone, abandon, or terminate this Agreement at any time and for any reason, including convenience, and such action shall in no event be deemed to be a breach of contract.

4.2 Upon receipt of written notification from the ATTORNEY GENERAL of termination, the COUNSEL shall immediately cease to perform the Services unless otherwise directed by the ATTORNEY GENERAL or to the extent necessary to prevent the State from failing to make timely filings or otherwise failing to comply with court orders or the law. The COUNSEL shall assemble all material that has been prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper or any other form, that may be in his possession or custody, and shall transmit the same to the ATTORNEY GENERAL or his designee as soon as possible, and no later than the fifteenth day following the receipt of the above written notice of termination, together with a detailed hourly description of the Services performed and expenses reasonably incurred and expenses reasonably incurred to the date of termination.

SECTION 5: TERMINATION OF AGREEMENT BY THE COUNSEL

5.1 The COUNSEL, on sixty (60) days prior written notice to the ATTORNEY GENERAL, may terminate this Agreement.

5.2 On the effective date of termination, the COUNSEL shall immediately cease to perform the Services except to the extent necessary to prevent the State from failing to make timely filings or otherwise failing to comply with court orders or the law. The COUNSEL shall assemble all material that has been prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper or any other form, that may be in its possession or custody, and shall deliver the same to the ATTORNEY GENERAL or his designee on or before the fifteenth day following the transmittal of the written notice of termination, together with a description of the cost of the Services performed to said date of termination.

5.3 If COUNSEL terminates its services, COUNSEL shall not be entitled to any compensation for services that are rendered or payment for expenses that are incurred subsequent to the date of said termination.

SECTION 6: TIME OF PERFORMANCE

6.1 The COUNSEL shall perform the Services at such times and in such sequence as may be reasonably directed by the Attorney General and the State Teachers' Retirement Board.

6.2 This Agreement will run from its effective date until the tasks set forth in Section 1 of this Agreement are performed or completed to the satisfaction of the ATTORNEY GENERAL, or unless sooner terminated in accordance with Sections 4 or 5 of this Agreement, but in no event beyond December 31, 2010, unless otherwise amended.

SECTION 7: REPRESENTATIONS AND WARRANTIES

The COUNSEL represents and warrants to the ATTORNEY GENERAL that:

7.1 The COUNSEL has duly authorized the execution and delivery of this Agreement and the performance of the contemplated Services.

7.2 The COUNSEL will comply with all applicable state and a federal laws and municipal ordinances in satisfying its obligations to the ATTORNEY GENERAL under and pursuant to this Agreement.

7.3 The execution, delivery and performance of this Agreement by the COUNSEL will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or any administrative agency; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound.

7.4 The COUNSEL shall not copy or divulge to any third party any information or any data in any form obtained or produced in connection with the performance of its duties and responsibilities pursuant to this Agreement other than in connection with the performance of those duties and responsibilities. The COUNSEL shall insure that all confidential or privileged records are kept in secured areas and shall take reasonable precautions to protect the records in its custody from the dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access.

7.5 The COUNSEL has performed a detailed conflict of interest check prior to performing any Services and, on or before the effective date of this Agreement, shall have reported the results to the ATTORNEY GENERAL. During the course of this Agreement, the COUNSEL shall not represent any other client if such representation will materially affect its duties or obligations to the State of Connecticut or the ATTORNEY GENERAL or create an appearance of impropriety. When there is a disagreement between the parties to this Agreement as to whether or not the COUNSEL has or may in the foreseeable future have a conflict of interest or there exists or may exist in the foreseeable future an appearance of impropriety, the ATTORNEY GENERAL'S determination shall be final and dispositive of the issue. Where the ATTORNEY GENERAL determines that the COUNSEL'S representation of any client constitutes a conflict of interest, or creates an appearance of impropriety, the COUNSEL shall, within five days of the posting of notice by the ATTORNEY GENERAL or his designee to the COUNSEL, withdraw from the representation of the client, unless such a withdrawal is barred by law or order of a court of competent

jurisdiction or the ATTORNEY GENERAL waives such conflict. Nothing in this subsection shall be construed as restricting or otherwise limiting COUNSEL'S rights under subsection 5.1 of this Agreement.

7.6 Unless the ATTORNEY GENERAL designates otherwise in writing, all information or data, in any form, and all papers, recordings, documents and instruments generated or collected by the COUNSEL, the COUNSEL'S agent or any subcontractor, in the scope of their work under this Agreement shall be deemed to be the exclusive property of the State of Connecticut and no one else shall have any right, including but not limited to, intellectual property rights, including copyright and trademark rights, in those items.

7.7 The COUNSEL may not knowingly enter into or retain any business relationships or enterprise in which an employee of the office of the Attorney General holds an interest, other than a nominal interest in a publicly held corporation, without the prior written consent of the ATTORNEY GENERAL.

7.8 The COUNSEL acknowledges that the ATTORNEY GENERAL has relied upon all of COUNSEL'S representations in its Proposal in response to the ATTORNEY GENERAL'S Request for Proposals concerning this matter, and all further information supplied to the ATTORNEY GENERAL in writing thereafter, all of which is designated as Appendix A to this contract and incorporated herein by reference.

SECTION 8: STATUS REPORTS AND RECORDS

8.1 Upon written or oral request by the ATTORNEY GENERAL or his designee, the COUNSEL will promptly report on the status of the Services performed, including, but not limited to, problems, strategy, analysis and the like.

8.2 The above-described reports shall be provided in writing or orally, as directed by the person requiring a work status report.

8.3 The COUNSEL, upon the request of the ATTORNEY GENERAL or his designee, shall give to the ATTORNEY GENERAL or his designee for his permanent records all original documentation, or, in the sole discretion of the ATTORNEY GENERAL or his designee, copies thereof, filed in the course of, or arising out of, the COUNSEL'S performance of the Services. The COUNSEL shall otherwise maintain all original documentation, or copies thereof in the manner specified in subsection 7.4, for a period of six (6) years after the termination of this Agreement.

SECTION 9: INSURANCE

9.1 The COUNSEL shall secure and maintain, at no cost or expense to the State, a professional liability insurance policy in a form acceptable to the ATTORNEY GENERAL in the minimum amount of Five Million Dollars (\$5,000,000) with a deductible not to exceed Two-Hundred Fifty Thousand Dollars (\$250,000). This policy shall insure the COUNSEL against damages and costs resulting from negligent acts, errors, and omissions in the work performed by the COUNSEL on and after the effective date of, and under the terms of, this Agreement. The COUNSEL may, at its

election, obtain a policy containing a maximum Two Hundred Fifty Thousand (\$250,000) deductible clause, but if so, the COUNSEL shall be liable, as stated above herein, to the extent of the deductible amount.

9.2 No later than thirty (30) days after the effective date of this Agreement, the COUNSEL shall furnish to the ATTORNEY GENERAL on a form or forms acceptable to the ATTORNEY GENERAL, a Certificate of Insurance, including amendment(s), fully executed by an insurance company or companies satisfactory to the ATTORNEY GENERAL for the insurance policy or policies required in subsection 9.1, which policy or policies shall be in accordance with the terms of the Certificate of Insurance.

SECTION 10: INDEMNIFICATION

10.1. The COUNSEL shall indemnify, defend and hold harmless the State and its successors and assigns from and against all actions (pending or threatened and whether at law or in equity in any forum), liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' and other professionals' fees, resulting from (i) misconduct or negligent or wrongful acts (whether of commission or omission) of the COUNSEL or any of its members, directors, officers, shareholders, representatives, agents, servants, employees or other persons or entities under the supervision or control of the COUNSEL while rendering professional services to the State under this Agreement, or (ii) any breach or non-performance by the COUNSEL of any representation, warranty, duty or obligation of the COUNSEL under this Agreement. This indemnity shall not be limited by reason of any insurance coverage required of the COUNSEL. The ATTORNEY GENERAL shall provide timely notice to COUNSEL of any such pending action.

10.2. The COUNSEL shall not use, raise, or plead the defense of sovereign or governmental immunity in the adjustment or settlement of any Actions against the COUNSEL arising out of the work performed under this Agreement, or as a defense in any Actions, unless specifically authorized to do so in writing by the ATTORNEY GENERAL or his designee.

SECTION 11: CHANGES TO THIS AGREEMENT

11.1 Any and all amendments, changes, extensions, revisions or discharges of this Agreement, in whole or in part, on one or more occasions, shall not be invalid or unenforceable because of lack or insufficiency of consideration, provided, however, that such amendments, extensions, revisions, or discharges are in writing and executed by all the parties to this Agreement.

SECTION 12: REQUIRED PERSONNEL/OFFICE

12.1 On or before the effective date of this Agreement, the COUNSEL shall have secured, and shall maintain during the term of this Agreement, all at its sole cost and expense (i) such appropriately skilled and competent personnel and supporting staff in adequate numbers; and (ii) such equipment as are reasonably

necessary or appropriate to fully perform the Services to the satisfaction of the ATTORNEY GENERAL.

12.2 The personnel shall not be employees of or have any contractual relationship with the Office of the Attorney General.

12.3 All the Services shall be performed by the COUNSEL or under its supervision, and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under law to perform the applicable Services.

SECTION 13: NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

13.1 (a) For the purposes of this Section 13, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n of the Connecticut General Statutes; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(b) For purposes of this section, "commission" means the commission on human rights and opportunities.

(c) For purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(d) 13.2 (a) The COUNSEL agrees and warrants that in the performance of this Agreement such COUNSEL will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, sexual orientation or physical disability, including, but not limited to, blindness, unless it is shown by such COUNSEL that such disability prevents performance of the Services, in any manner prohibited by the laws of the United States or of the State of Connecticut. The COUNSEL further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, sexual orientation, or physical disability, including, but not limited to, blindness, unless it is shown by such COUNSEL that such disability prevents performance of the Services; (b) the COUNSEL agrees, in all solicitations or advertisements for employees placed by or on behalf of the COUNSEL, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (c) the COUNSEL agrees to provide each labor union or representative of workers with which such COUNSEL has a collective bargaining

agreement or other contract or understanding and each vendor with which such COUNSEL has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the COUNSEL'S commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) the COUNSEL agrees to comply with each provision of this section and Conn. Gen. Stat. sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. sections 46a-56, 46a-68e and 46a-68f; (e) the COUNSEL agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the COUNSEL as relate to the provisions of this section and Conn. Gen. Stat. section 46a-56. If the contract is a public works contract, the COUNSEL agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(e) Unless otherwise provided by Conn. Gen. Stat. § 46a-81p, the contractor agrees to the following provisions required pursuant to § 4a-60a of the Conn. Gen. Stat.:

(1) (a) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representatives of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to § 46a-56 of the Conn. Gen. Stat.; (4) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the contractor which relate to provisions of this section and § 46a-56 of the Conn. Gen. Stat.

(2) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with § 46a-56 of the Conn. Gen. Stat. provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may

request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

13.3 (a) Determination of the COUNSEL'S good faith efforts shall include but shall not be limited to the following factors: The COUNSEL'S employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(b) The COUNSEL shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

13.4 The COUNSEL shall include the provisions of subsection 13.2 of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The COUNSEL shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the Connecticut General Statutes; provided, if such COUNSEL becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the COUNSEL may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

13.5 The COUNSEL agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

SECTION 14: APPLICABLE EXECUTIVE ORDERS OF THE GOVERNOR

14.1 This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof.

14.2 This Agreement may be canceled, terminated or suspended by the Labor Commissioner of the State of Connecticut for violation of or noncompliance with Executive Order No. Three or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner may not be a party to this Agreement.

14.3 This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and such Executive Order is incorporated herein by reference and made a part thereof.

14.4 This Agreement may be canceled, terminated, or suspended by the contracting agency or the Labor Commissioner of the State of Connecticut for violation of or noncompliance with Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement.

14.5 The parties agree to abide by these Executive Orders, and agree that the

Labor Commissioner of the State of Connecticut shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until performance of this Agreement is completed, or until this Agreement is terminated prior to completion.

14.6 This agreement is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, and such Executive Order is incorporated herein by reference and made a part thereof.

14.7 This agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, in accordance with its terms and conditions.

SECTION 15: MISCELLANEOUS CONTRACT REQUIREMENTS

15.1 Campaign Contribution Restrictions. This section (the "CCR Section") is included here pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context so requires.

(a) For purposes of this CCR Section only:

(1) "Quasi-public Agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.

(2) "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(4) "State Contractor" means a person, business entity or nonprofit organization that enters into a State Contract. Such person, business entity or nonprofit organization shall be deemed to be a State Contractor until the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid solicitation by the State, a State Agency or a Quasi-public Agency, or a proposal in response to a request for proposals by the State, a State Agency or a Quasi-public Agency, until the State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.

(6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

- (b) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory

committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

- (c) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.
- (d) On and after December 31, 2006, if a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may, in the case of a State Contract executed on or after December 31, 2006, void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.
- (e) On and after December 31, 2006, if a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.
- (f) On and after December 31, 2006, the chief executive officer of each Prospective State Contractor, or if a Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall: (1) inform each individual described in subsection (a)(6) of this CCR Section with regard to said Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) submit a sworn affidavit under penalty of false statement that no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) acknowledge in writing that if any such contribution is made or solicited, the Prospective State Contractor shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall attach the affidavit and the acknowledgement to their bid, proposal or application for prequalification, as applicable.

SECTION 16: CONFIDENTIALITY

16.1 All of the reports, information, data, and other papers and materials, in

whatever form, prepared or assembled by the COUNSEL under this Agreement are confidential, and the COUNSEL shall not make them available to any individual or organization, other than in connection with the performance of those duties and responsibilities, without the prior written approval of the ATTORNEY GENERAL or his designee.

SECTION 17: MISCELLANEOUS

17.1 Litigation. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

17.2 This Agreement, its terms and conditions and Actions arising there from shall be governed by Connecticut law and Connecticut court decisions without giving effect to Connecticut's principles of conflicts of laws. Any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the state courts of the State of Connecticut and the COUNSEL hereby waives any objection which it may now or hereafter have to the laying of venue of any Actions in any forum and further irrevocably submits to the jurisdiction of any of the state courts of the State of Connecticut in any Actions.

17.3 The parties each bind themselves, their partners, successors, assigns, and legal representatives with respect to all covenants of this Agreement.

17.4 This Agreement incorporates all the understandings of the parties and supersedes any and all agreements reached by the parties prior to the effective date of this Agreement, whether oral or written, and no alteration, modification or interpretation of this Agreement shall be binding unless in writing and duly executed by the parties.

17.5 If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, but only if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

17.6 The waiver of a term or condition by the ATTORNEY GENERAL or his designee shall not (i) entitle the COUNSEL to any future waivers of the same or different terms or conditions; (ii) impose any duties, obligations or responsibilities on the ATTORNEY GENERAL or any Department not already in the Agreement, as amended, modified or superseded; or (iii) subject the ATTORNEY GENERAL or the State of Connecticut or any department or agency thereof to any Actions.

17.7 References in the masculine gender shall also be construed to apply to the feminine and neuter genders, as the content requires.

17.8 Nothing in this Agreement shall be construed as a waiver or limitation of

sovereign immunity by the State of Connecticut or the ATTORNEY GENERAL.

17.9 Any notice required or permitted to be given under this Agreement shall be deemed to be given when hand delivered or one (1) business day after pickup by any overnight express service, in either case addressed to the parties below:

If to COUNSEL:

XXXXXXX, Esq.
XXXXXX

If to the ATTORNEY GENERAL, the Assistant Attorney General as set forth in subsection 2.1, and as follows:

William J. McCullough
Assistant Attorney General
Office of the Attorney General 55
Elm Street
Hartford, CT 06106
Telephone: (860) 808-5050
Fax: (860) 808-5388

or in each case to such other person and/or address as either party may from time to time designate by giving notice in writing to the other party. Telephone and facsimile numbers are for informational purposes only. Effective notice will be deemed given only as provided above.

17.10 The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of content of any of its provisions.

17.11 Time is of the essence in this Agreement.

17.12 This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed five (5) counterparts of this Agreement.

COUNSEL

Date By: _____, Esq.

STATE OF CONNECTICUT

Date By: _____
RICHARD BLUMENTHAL
Attorney General

APPENDIX B

- Joint Reporting Committee
- Equal Employment Opportunity Commission
- Office of Federal Contract Compliance Programs (Labor)

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT EEO-1

Standard Form 100
(Rev. 3/87)
G.M.B. No. 3048-0007
EXPIRES 10/31/99
100-214

Section A—TYPE OF REPORT

Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX).

(1) ☐ Single-establishment Employer Report

Multi-establishment Employer:

(2) ☐ Consolidated Report (Required)

(3) ☐ Headquarters Unit Report (Required)

(4) ☐ Individual Establishment Report (submit one for each establishment with 50 or more employees)

(5) ☐ Special Report

2. Total number of reports being filed by this Company (Answer on Consolidated Report only)

Section B—COMPANY IDENTIFICATION (To be answered by all employers)

1. Parent Company

a. Name of parent company (owns or controls establishment in item 2) omit if same as label

OFFICE
USE
ONLY

Address (Number and street)

City or town

State

ZIP code

2. Establishment for which this report is filed. (Omit if same as label)

a. Name of establishment

Address (Number and street)

City or Town

County

State

ZIP code

b. Employer Identification No. (IRS 9-DIGIT TAX NUMBER)

c. Was an EEO-1 report filed for this establishment last year? ☐ Yes ☐ No

Section C—EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

☐ Yes ☐ No 1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?

☐ Yes ☐ No 2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?

☐ Yes ☐ No 3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.5, AND either (1) is a prime government contractor or first-tier subcontractor, and has a contract, subcontract, or purchase order amounting to \$50,000 or more, or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes?

If the response to question C-3 is yes, please enter your Dun and Bradstreet identification number (if you have one):

NOTE: If the answer is yes to questions 1, 2, or 3, complete the entire form, otherwise skip to Section G.

Section D—EMPLOYMENT DATA

Employment at this establishment—Report all permanent full-time and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

JOB CATEGORIES		NUMBER OF EMPLOYEES										
		OVERALL TOTALS (SUM OF COL. B THRU K)	MALE					FEMALE				
			WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE
		A	B	C	D	E	F	G	H	I	J	K
Officials and Managers	1											
Professionals	2											
Technicians	3											
Sales Workers	4											
Office and Clerical	5											
Craft Workers (Skilled)	6											
Operatives (Semi-Skilled)	7											
Laborers (Unskilled)	8											
Service Workers	9											
TOTAL	10											
Total employment reported in previous EEO-1 report	11											

NOTE: Omit questions 1 and 2 on the Consolidated Report.

1. Date(s) of payroll period used: _____ 2. Does this establishment employ apprentices?
1 ☐ Yes 2 ☐ No

Section E—ESTABLISHMENT INFORMATION (Omit on the Consolidated Report)

1. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)

OFFICE
USE
ONLY

g.

Section F—REMARKS

Use this item to give any identification data appearing on last report which differs from that given above, explain major changes in composition of reporting units and other pertinent information.

Section G—CERTIFICATION (See Instructions G)

- Check one
1 ☐ All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)
2 ☐ This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official	Title	Signature	Date
Name of person to contact regarding this report (Type or print)		Address (Number and Street)	
Title	City and State	ZIP Code	Telephone Number (including Area Code) Extension

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII.
WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001.

APPENDIX C

1. Campaign Contribution Restrictions. This section (the “CCR Section”) is included here pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context so requires.

(a) For purposes of this CCR Section only:

(1) "Quasi-public Agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.

(2) "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(4) "State Contractor" means a person, business entity or nonprofit organization that enters into a State Contract. Such person, business entity or nonprofit organization shall be deemed to be a State Contractor until the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-

public Agency employee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid solicitation by the State, a State Agency or a Quasi-public Agency, or a proposal in response to a request for proposals by the State, a State Agency or a Quasi-public Agency, until the State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.

(6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(b) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(c) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(d) On and after December 31, 2006, if a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may, in the case of a State Contract executed on or after December 31, 2006, void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.

(e) On and after December 31, 2006, if a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.

(f) On and after December 31, 2006, the chief executive officer of each Prospective State Contractor, or if a Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall: (1) inform each individual described in subsection (a)(6) of this CCR Section with regard to said Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) submit a sworn affidavit under penalty of false statement that no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) acknowledge in writing that if any such contribution is made or solicited, the Prospective State Contractor shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall attach the affidavit and the acknowledgement to their bid, proposal or application for prequalification, as applicable.